

Exhibit B

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

ANYWHERE COMMERCE, INC. and)
BBPOS LIMITED,)
 Plaintiffs,)
 v.) CIVIL ACTION NO.:
INGENICO INC., INGENICO CORP.) 1:19-cv-11457-IT
and INGENICO GROUPS, SA,)
 Defendants.)

)

The 30(b)(6) VIDEO DEPOSITION of MICHAEL KRON,
taken in the above-entitled cause, before Susan Steudel,
official reporter, on the 2nd day of November, 2021

1 APPEARANCES:

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8 BY: Jeffrey K. Techentin,

9 On behalf of the Defendants;

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11 Kutak Rock

12 1760 Market Street, Suite 1100

13 Philadelphia, PA 19104-4104

14 Ph: 215-353-8484

15 Melissa.bozeman@kutakrock.com

16 BY: Melissa Bozeman,

17 On behalf of the Plaintiffs;

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20 ALSO PRESENT:

21 David Oxilia, Videographer

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1 you should share legal expenses with Mr. Lo or BBPOS in
2 this case?

3 MS. BOZEMAN: Objection. Attorney/client
4 privileged, and I'm going to instruct the witness not to
5 answer that question.

6 BY MR. TECHENTIN:

7 Q. Are you going to abide by that?

8 A. Yes.

9 Q. Who is obligated to pay the legal fees or
10 expenses related to this litigation?

11 MS. BOZEMAN: Objection. Attorney/client
12 privileged, and I am going to instruct the witness not to
13 answer this question.

14 BY MR. TECHENTIN:

15 Q. Are you going to abide by that?

16 A. Yes.

17 Q. During this conversation with Mr. Lo, did you
18 discuss the topic of how potential litigation proceeds or
19 damages awards might be assessed as between
20 AnywhereCommerce and BBPOS?

21 MS. BOZEMAN: Objection. Attorney/client
22 privileged. I'm going to instruct the witness not to
23 answer that question.

24 BY MR. TECHENTIN:

25 Q. Are you going to follow your counsel's

1 instruction?

2 A. Yes.

3 Q. During this discussion, did you and Mr. Lo
4 discuss a potential joint defence agreement?

5 MS. BOZEMAN: Objection. Attorney/client
6 privileged and I'm going to instruct the witness not to
7 answer this question.

8 BY MR. TECHENTIN:

9 Q. You're going to abide by that?

10 A. Yes.

11 Q. At any point in time through the present has
12 there ever been such an agreement in effect?

13 MS. BOZEMAN: You can answer.

14 A. Sorry, what's the question? Can you repeat the
15 question.

16 BY MR. TECHENTIN:

17 Q. Sure. At any point in time, has there ever been
18 a joint defence agreement in effect between you and BBPOS?

19 A. At any time has there been a joint defence
20 agreement in effect. Joint defence agreement; that's on
21 the counterclaims, you mean?

22 Q. I don't know what it says. I'm just asking you
23 if you have a joint defence agreement.

24 A. That's not an engagement agreement with counsel?
25 That's something else you're asking about? Or you're

1 asking if we have any kind of a joint agreement with
2 counsel?

3 Q. I mean, I don't want to give you -- I don't want
4 to give you an interpretation because I don't know what
5 your agreements look like.

6 A. But there's a joint agreement between -- yes.
7 There's a joint agreement between BBPOS and
8 AnywhereCommerce and Kutak Rock.

9 Q. Does that agreement contain any provisions other
10 than governing the provision and payment for legal
11 services?

12 MS. BOZEMAN: Objection. Attorney/client
13 privileged. I'm going to instruct the witness not to
14 answer that question.

15 BY MR. TECHENTIN:

16 Q. Are you going to abide by that?

17 A. Yes.

18 Q. Are there any agreements between you and BBPOS
19 with respect to this litigation at to which Kutak Rock is
20 not a party?

21 A. No.

22 Q. Do you know who drafted the agreement between
23 you, BBPOS and Kutak Rock?

24 A. Yes. Kutak Rock.

25 Q. Do you know the effective date of that agreement?